
Department Of Public Works
State Of Connecticut



Design Build Procedure Manual

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Design-Build Manual

**State of Connecticut
Department of Public Works**

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Table of Contents

Executive Summary	2
Introduction	3
Department of Public Works Design-Build Process	5
Identify as a Design-Build Project	5
Establish a Budget	5
Site Consideration	5
Environmental Studies	6
Land Acquisition	6
Establish the Program for Design	6
Develop the Request for Proposals	7
Advertise for Proposals	9
Pre-submittal Process	9
Receive Proposals	9
Proposal Evaluation	10
Environmental Studies	10
Negotiate a Development Agreement	10
Approvals and Execution	11
Contract Management	11
Completion	12

Appendices

- 1 Sample of Selection Process and Evaluation Criteria
- 2 Comparison of Payment Options
- 3 Sample of an Advertisement for Proposals
- 4 Sample of an Evaluation Form
- 5 Affirmative Action Issues

Executive Summary

The State of Connecticut Department of Public Works is the organization responsible for providing buildings and other structures for all State agencies based on their needs.

While numerous delivery systems and construction options are available to the DPW, three are the most widely used. In the more common design-bid-build (D-B-B) method, DPW hires an architect, has plans prepared, offers the construction contract for public bid, and uses its own personnel to manage the construction process. For large projects, the construction management (CM) method may be used whereby architect prepared plans are given to a selected construction management firm which will then bid out and award prime subcontracts and manage the complete construction process. Design-build (D-B) projects involve hiring one selected firm to provide not only construction services, but also complete design and professional services, and possibly even the land on which a project is to be sited, all of which are included in one fixed cost agreement.

Most DPW construction projects are sited on land already owned by the State. When a design-build project involves the acquisition of new land, additional factors including how and when to transfer title to the land, payment schedules, and financing must be considered.

The parameters of each individual project will guide the selection of the most effective process.

This manual explores, explains, and provides information on the **Design-Build option**.

The Authority that allows the Commissioner of DPW to consider this option is found in the General Statutes of Connecticut, Volume 1 Section 4b-24 paragraph (4) which reads:

(4) The commissioner may designate projects to be accomplished on a total cost basis for (A) new facilities to provide for the substantial space needs of a requesting agency, or (B) the installation of mechanical or electrical equipment systems in existing state facilities. If the commissioner designates a project as a designated total cost basis project, the commissioner may enter into a single contract with a private developer which includes such project elements as site acquisition, if applicable, architectural design and construction. All contracts for such designated projects shall be based on competitive proposals received by the commissioner, who shall give notice of such project, and specifications therefor, by advertising, at least once, in a newspaper having a substantial circulation in the area in which such project is to be located. The commissioner shall determine all other requirement and conditions for such proposals and awards and shall have sole responsibility for all other aspects of such contracts. If applicable, such contracts shall state clearly the responsibilities of the developer to deliver a completed and acceptable facility and on date certain, the maximum cost of the project and, as a separate item, the cost of site acquisition. No such contract may be entered into by the commissioner without the prior approval of the State Properties Review Board and unless funding has been authorized pursuant to the general statutes or a public or special act.

Introduction

The use of the design-build concept in the private sector has been increasing in recent years while in the public sector it remains largely unused. Statutes governing the selection of professionals and competitive bidding for construction contracts have limited if not prohibited the use of design-build. Connecticut statutes (Title 4b-24 as stated above) now give authority to the Commissioner of the Department of Public Works to negotiate and enter into total project cost contracts whereby one entity, or developer, may be used to provide land and all design and construction services, and deliver to the State a complete and operational facility based on State requirements.

The design-build agreement is tailored to shift responsibility for the work from the State to the developer and also to create incentive on the part of the developer to complete the job efficiently and accurately. This does not mean that the State can ignore the project once the agreement is signed. Proper management of the contract remains an essential part of the process.

Time Comparison

The time span required to complete a design-build projects is shorter than that of traditional projects.

Traditional Design-Bid-Build		Design-Build	
A/E Formal Selection	2 mo.	Programming	3 mo.
A/E Contracts	2	RFP Preparation	2
Bonding for design	1	RFP Advertised	2
Schematic Design	4	Evaluation and Selection	3
Design Development	3	Negotiation and Contracts	2
T & M's	1	Bonding for Des. & Const.	1
Contract Documents	5	Design & Construction	24
Bidding	3		
Award of Contract	1		
Bonding for Const.	1		
Construction	24		
Totals	47 mo.	Total	37 mo.

Traditional projects have delay risks throughout the entire process, whereas the design-build contract, through a fixed completion date and liquidated damages, virtually eliminates delay risk for the design and construction phases. Shifting the responsibility for the design process to the developer permits a fast track type of management, with the design and construction overlapping instead of occurring in a linear manner.

Personnel Comparison

Both processes will require the involvement of a project manager over the entire span of the job. The use of additional State personnel for the various parts of the job differs.

Traditional Design-Bid-Build	Design-Build
A/E Formal Selection: Interview panel of 5	Programming: 1-2 Agency representatives
A/E Contracts: Contracts unit	RFP Preparation: PM only
Bonding for design: PM only	RFP Advertised: PM only
Schematic Design: 6 reviewers	Evaluation and Selection:
Design Development: 6 reviewers	Review Team of 5
Contract Documents: 6 reviewers	Agency reviewers as needed
T & M's: 6 reviewers	DPW reviewers, 6
Bidding: Bidding unit	Negotiation and Contracts
Award of Contract: Contracts unit	Review team of 5
Bonding for Construction: PM only	Assistant AG
Construction:	Bonding for Des. & Const.: PM only
Construction coord. or mgr.	Design & Construction: Agency representative
Agency representatives	
State Inspectors and secretarial staff	

Both project types have a similar levels of personnel involvement in the early stages. With design-build, there is much less involvement in the design and construction stages as responsibility is shifted to the developer and DPW only monitors progress and answers questions.

Cost Factors

The actual cost per square foot of hard construction cost may not always be less with design-build, however many other soft cost factors serve to reduce the total project cost.

Making the developer responsible for the design of a facility allows him to negotiate lower A/E fees. There will be no bidding phase and the architect's role in the construction portion of the job is reduced and becomes one of problem solving and not confrontation. Working together, the developer and designer can maximize the capabilities and strong points of their team, which usually translates into time and expense saved.

Lower levels of DPW involvement and responsibility in all phases of the project combined with quicker delivery of the final product mean much lower project management fees and overhead costs. Even though a construction observer is used, there is no DPW staff on site full time throughout the construction phase. This is significant on large projects. Additional savings may be realized if leased space can be vacated sooner.

Substantial completion, punch lists, and closeout tend to occur early on a design-build project as all savings generated by an early finish accrue to the developer, and there is a liquidated damages clause covering late delivery.

Probably the greatest factor in lowering costs is the strict adherence to a no change order policy. This eliminates not only the hard cost of changes and errors, but all the overhead expenses to manage them, and the time delays they can cause. The development agreement makes the developer completely responsible for delivery of a complete and operational facility; the cost of A/E errors does not exist on a design-build job.

Suitability of the Process

The advantages of design-build notwithstanding, it will not be appropriate for every project. This process demands the acceptance of and commitment to several factors, the lack of which will make a successful project very difficult to accomplish.

First, there must be a development team with one focus: to get the project done quickly, with little or no input from the owner once the schematic design is set.

There will be a very intense and heavy burden on the program development team; this will be the only opportunity for the client agency to identify organization, space, and quality requirements. A project with a loosely defined program will be impossible to control. If an end product or specific needs cannot be visualized and stated, design development through a traditional process might be more effective.

It must be understood that the design professionals, both architect and engineer, will be part of the development team and not under contract to the State. As such, they will be subject to the cost and design limitations of the development agreement as negotiated by the State and the developer.

Lastly, no changes can be allowed once the negotiations are completed. While minor differences may be worked out throughout the life of the project, significant program changes or any cost changes could invalidate the process and force the selection process to be restarted.

Department of Public Works Design-Build Process

1. Identify as a Design-Build Project

The design-build process can deliver a finished building faster and with more economy than a traditional design-bid-build process if certain parameters are recognized and managed properly.

Funding is one of those parameters. In order to enter into a total project cost contract, funding for the full value of the project, including design and construction, must be authorized by the legislature. An Agency must therefore, in order to provide for this through their capital budget requests, have a realistic budget and be aware of what a new facility, including possible land acquisition, will cost. This differs from the traditional design-bid-build process on State owned land where design funds are authorized first and, when design is completed, construction funds are authorized after estimating or bidding.

Programming is a major concern. An Agency must be able to define a clear and thorough program that addresses not only the required spaces and their circulation needs, but also siting, parking, and security issues. If the State does not already own the site, decisions must be made to either acquire the land separately, or include it in the RFP. Generally, more competitive proposals are received and evaluations are easier if the State provides the site.

Commitment is the third parameter. This process necessitates heavy Agency and DPW involvement in the early stages of the project which include programming, proposal evaluation, and contract negotiation. This will be offset by a reduced involvement as construction begins and responsibility is shifted to the Developer. It is imperative that client Agencies understand that their approval of an RFP is a commitment to that program and that, just as the Developer will have no opportunity to raise his price, the Agency and the State will have no opportunity to change the program. This is critical in maintaining control over costs and construction time, the very reasons for using this process.

While virtually any project can be done as a design/build, this process has proved to work best for new construction on a clean, State owned site.

2. Establish a Budget

Budgeting is similar to other projects in that all portions of the project which will require State funds must be identified. The budget should be revisited continually throughout the process as a component of project management. For design-build it will generally include the following:

- Land acquisition if land is to be acquired
- Closing costs for land to be acquired
- Environmental studies
- Hazardous material abatement if required
- Development Agreement (cost of design and construction)
- Closing costs if land is part of the RFP
- Equipment
- Telecommunications if not in the contract
- Construction observation consultant
- DPW fees

3. Site Consideration

Location should be part of Agency planning for a new facility. If it is not, DPW can assist in that decision. A specific site must be identified through one of the following:

1. Existing State land to be utilized
2. Private land to be acquired in advance of an RFP
3. City or Town land to be acquired through purchase or gift
4. Developer to provide site within a geographical area as part of the RFP

Even though all four of these methods have been used in previous projects, utilizing existing State land is the method of choice. This eliminates a major variable in the evaluation process, causing site comparisons and site costs to have no effect on a proposal. Responsibility for site conditions must still be transferred to the Developer through language in the RFP and the Development Agreement. This is critical in controlling costs and liability.

4. Environmental Studies

In all cases except where the RFP asks for land, environmental studies are needed at this time to identify problems. If land is to be part of the proposal, the environmental studies will be done when a Developer is selected.

A TASA is needed for the purchase of a site.

A CEPA needed for construction of a building over the threshold limits.

Environmental Assessment: FONSI or EIE

Impacts and mitigation

Public comment, Agency response

Record of decision by Agency

OPM approval is required. The Agency administers this process

5. Land Acquisition

When land is to be acquired through purchase, gift, or trade, DPW must manage the process to ensure that the needs of the State are met. The following steps are necessary:

Environmental documents must be complete

Appraisals are required, obtain through Leasing

Title search is required, obtain through Leasing

An A2 survey is required, obtain through Leasing

An agreement between the parties is required, obtain through the Attorney General's office

SPRB approval is required

A closing takes place through the Attorney General's office

Each Agreement will be tailored to the specific project, with a wide range of side issues that could become part of the deal. These include environmental, parking, utility, easement, land usage, drainage, and other issues.

6. Establish the Program for Design

The design program is a very important document in the design-build process. It establishes a set of requirements which will be the basis for each proposal received and for the final contract with the selected developer. Just as the State will hold the developer to the terms of his proposal, the developer will hold the State to the stated program requirements of the RFP. Some Agencies are very accomplished at programming while others are not. It will be the responsibility of DPW to make sure that a clear and comprehensive program is compiled by working with the client agency to identify and describe all of the parts of the proposed facility:

- Size and functional requirements of each space
- Finish type and quality for each space
- Adjacencies and circulation patterns
- Mechanical and electrical systems
- Security systems
- Parking
- Telecommunications systems
- Computer wiring
- Lighting and illumination requirements

In general, the developer will be required to furnish and install every part of the building in conformance with accepted standards and codes; any requirements which exceed these codes and standards must be explicitly named in the RFP.

This program will be assembled to form Volume 3 of the RFP, described below.

7. Develop the Request for Proposals

The Request for Proposals is a critical document as it is the basis for all work that will happen on the project from receipt of proposals to occupancy. It will bind not only the Developer but also the State to certain obligations. Responsibilities for both parties must be clearly stated.

The RFP is usually published as a set of three volumes:

- Volume 1: Conditions and Requirements of the Proposal and Contract
- Volume 2: Quality Specifications
- Volume 3: Program for Design

Volume 1, Conditions and Requirements of the Proposal and Contract, defines the RFP process by detailing legal terms and conditions, the evaluation and selection process, and the responsibilities of the State and the proposers. Specific requirements for all the projects will not be the same; this document must be tailored accordingly so that the needs of the State and the client agency are met.

Typical RFP's have included a two step selection process whereby only those proposals which are "short-listed" at the end of step one go on to step two. Because of the large amount of work required for the entire process on the part of proposers, DPW's latest RFP has attempted to minimize the design requirements for step one and shift them to step two where there will be fewer participants.

The intent of this Volume 1 is twofold. The first is to inform the proposers about all conditions of the project.

- Specific Requirements of the Proposal
- Drawings needed
- Specifications
- Affirmative action requirements, CHRO approved plan
- Selection Process and Evaluation Criteria
- Submittal Forms
- Due date, place, and time
- Environmental and energy needs

The second is to gather information which will allow the evaluation to be accurate and fair.

Qualifications of the development team

- Architect
- Engineer
- Construction firm
- Consultants
- Financial capabilities

Experience of the development team

- Prior projects of the type proposed
- Prior design-build experience
- Prior experience as a team
- Value of previous jobs

Use of past RFP's for a guide is recommended. A typical Volume 1 will include the following:

Request for Proposals as it will appear in the public advertisement

Conditions and Requirements of the Proposal

- General Instructions
- Special Instructions
 - Cover letter
 - List of team members
 - Proposal statement
 - Contractor's qualification questionnaire
 - Cost analysis worksheets
 - Qualification questionnaire SF 254
 - Qualification questionnaire SF 255
 - Drawings
 - Materials and equipment narrative
 - Specifications
 - Life cycle cost analysis
 - CPM schedule

Selection process and evaluation criteria

- Selection process
- Evaluation criteria for step 1
- Evaluation criteria for step 2
- List of submittal forms

Copies of submittal forms

- Proposal statement
- GC Qualifications
- Record of projects currently in progress
- Record of significant projects
- Project cost summary sheet
- Project cost analysis worksheets
- SF 254
- SF 255

Conn. Gen. Statutes Section 16a-38, regarding energy performance

Life cycle cost analysis forms

Affirmative action requirements and regulations, see Appendix 5

Environmental studies for State furnished land

Site surveys for State furnished land

Volume 2, Construction Quality Standards, is essentially a performance specification describing all components of the building. Again the developer will be required to provide a building meeting all applicable codes and industry accepted standards. Any item for which the State has needs that

exceed those codes and standards must be specifically named and described. Each job will have its own unique set of needs and the RFP must be written accordingly. Past projects provide good examples of Volume 2, which will include :

- Finish Schedules
- General Conditions
- Supplementary General Conditions
- Affirmative action requirements
- Divisions 2 through 16 performance outline specifications

Volume 3, the Program for Design, is a physical and functional description of each space in the facility. The more detailed and clear the program is, the more responsive the proposers can be. It is very important that any requirement which could be construed as exceeding that of a normal or traditional building must be explicitly named. This volume will be substantially different for each project. Use of previous RFP's will be useful for format and types of information required.

With State owned land, site surveys may also be provided.

When the RFP is complete, the client agency is asked to review it and indicate their approval of the document. This will reinforce their commitment to make no changes to the program beyond this point. DPW must make the same commitment in order to maintain control of the project.

8. Advertise for Proposals

At this time copies of the RFP are printed and made available to interested parties through advertisements in the Hartford Courant and the newspaper local to the project. The ad should:

- Describe the type and location of project
- Describe the process as design-build
- Name it as a set-aside project with affirmative action requirements
- Name the location where copies of the RFP are available to all interested parties
- Name the date, time and location where proposals are due
- Announce a presubmittal conference, naming date, time, and location

Use ads from previous projects as a guide.

9. Pre-submittal Process

This period of the process involves the management of a variety of tasks:

The Bidding and Contracts office issues the RFP to all interested parties, and maintains a list of names and addresses of those persons or firms.

The Commissioner names a five member proposal review team based on PM recommendation. The team should include the PM, an agency representative, a DPW architect, a DPW engineer, and one other DPW representative.

A pre-submittal conference is held as per the advertisement in order to answer questions on the RFP. This conference is recorded and transcribed for the file. All questions are answered in writing with copies sent to all attendees and all RFP holders. These answers become binding to the State. All written questions must receive a written response, which will become binding to the State. Other than at the pre-submittal conference, questions may be answered verbally, and are not binding to the State. Addenda may be required to clarify discrepancies or unclear information issued in the RFP or to amend the RFP.

10. Receive Proposals

Proposals will be submitted to the Bidding and Contracts office, logged in, and delivered to the PM, who will then review them for completeness. Incomplete proposals will be rejected, those lacking minor requirements will be questioned.

The PM will notify each proposer of the receipt of his proposal and then provide the Commissioner and each member of the review team with a synopsis of the submissions.

Great care must be taken to keep financial and cost information confidential. Leaks can hurt the negotiating position of the State. If the proposer has submitted financial data and stipulated that it is to be kept confidential, then it can not be copied or given out.

The DPW Publicity unit will most likely be looking for information to publish. Keep in mind that this is not a bid process and that only certain information is to be made available.

11. Proposal Evaluation

Evaluation of the proposals is a very critical phase of this process. It is essential that all of the selection criteria and procedures established in the RFP be followed. Proposals are rated against a standard, not comparatively with the others.

Step One Events:

- Review team members review each proposal and meet as required to discuss them.
- PM develops a score sheet using the values spelled out in Volume 1.
- Team uses evaluation criteria spelled out in Volume 1 to rate the proposals
- Team reports to the Commissioner who will name the short list, usually 3 proposals.
- PM notifies short-listed proposers by letter to submit requirements on a certain date for step two.
- PM notifies those proposers not shortlisted by letter.

Step Two Events:

- Receive submittals for step two as per requirements of Volume 1.
- Team meets as required to review submittals.
- PM compiles a list of team questions for each proposal.
- PM notifies each proposer of the questions, which are to be answered at the presentation.
- PM schedules a presentation for each step two participant.
- Each proposer makes a presentation to the review team.
- Design changes are allowed if required to address Team questions.
- PM develops a score sheet using the values spelled out in Volume 1.
- Team uses evaluation criteria spelled out in Volume 1 to rate the proposals
- Team reports to the Commissioner who will name the selected proposer.
- PM notifies the selected developer in writing.
- PM schedules a meeting to establish the negotiation process.
- PM notifies all other proposers of the outcome of the evaluation.

12. Environmental Studies

If land was part of the proposal, the environmental studies will be done at this time.

A TASA is needed for the purchase of a site.

A CEPA needed for construction of a building over the threshold limits.

Environmental Assessment: FONSI or EIE

Impacts and mitigation

Public comment, Agency response

Record of decision by Agency

OPM approval is required. The Agency administers this process

Proposals with insurmountable site environmental problems should be rejected.

13. Negotiate a Development Agreement

The Development Agreement is the legal document which governs all work on the project by defining the duties and responsibilities of both the Developer and the State. While previous documents should be used as a starting point, each project will have unique needs which will most likely necessitate additions or changes. This document is written by a representative of the Attorney General's office in conjunction with DPW.

There is a wide variety of issues to be resolved before this type of agreement is complete. Typically three negotiation teams are formed using personnel from the review team, the Developer and his consultants, and the AG's office.

The first group includes the design professionals and an Agency representative. This group is focused on the schematic design with the purpose of resolving any existing issues where the intent of the RFP is not being met, either because of unclear language in the RFP or because of designer error.

The second group, made up of the engineering professionals and DPW engineers, resolve technical issues generally associated with mechanical and security systems.

The third group is the contract team which is responsible for the legal issues. The assistant attorney general is a key member of this team.

The PM works on all three teams and manages, through an aggressive schedule of weekly meetings, all of the work needed to iron out all issues that either the State or the selected developer raises. The end product of this phase is a complete written agreement on all portions of the job including:

- A set of schematic drawings signed off by DPW, the Agency, and the Developer
- Written minutes of all meetings and documentation of all decisions or changes made
- A contract draft

Some parts of the agreement are typical, but most will need some negotiation. Key parts of this document are:

- A fixed total project cost
- A fixed substantial completion date
- A CPM construction schedule
- A payment schedule
- Performance bond from an insurer listed in Federal Register, Dept. of the Treasury
- An affirmative action plan from the Developer, approved by the CHRO
- Environmental issues
- Lien waivers
- Retainage schedules
- Liquidated damages provisions

The most critical decisions to be made will concern land acquisition and the payment schedule, issues which can and will influence almost every other part of the project. Refer to Appendix 2 for a description of previous design-build contracts.

If negotiations reach an impasse, the process is terminated and begun with the second highest rated proposal.

14. Approvals and Execution

When the Development Agreement is complete, a series of events must take place before it is legally binding and work can begin. It is the responsibility of the PM to manage this process.

- If SPRB approval needed: The PM submits the package and answers questions
- Bond Commission allocation: DPW submits application for the Bond Commission Agenda
- Allotment by the Governor and funds available to DPW
- Execute the Agreement, the DPW Commissioner is the signatory
- AG signoff on contract
- Closing on land if applicable
- First payment to Developer if applicable

15. Contract Management

At this point the Developer begins work, and the responsibility for the course and progress of the job are his alone. The role of the PM becomes one of observing the project and managing questions and problems if and when they occur. This does not mean that DPW can ignore the project; the PM will have responsibilities as defined in the Agreement and failure to meet these requirements could generate a lawsuit or delay claims against the State.

The Developer will want the PM and the Agency to be part of his design development process so that he can be assured that the facility will meet State needs. Usually a series of design and engineering meetings takes place at the architect's or engineer's office, after which the State is asked to sign off on the drawings. Construction drawings are then the responsibility of the Developer and no layout changes are permitted.

Construction work is monitored for conformance to the Development Agreement. A consultant is hired to make periodic observations and make written reports to the PM. The consultant has no authority on the site; he must report any problems to the PM. Both the PM and the consultant attend regular job progress meetings. The Agency representative should be encouraged to attend also.

Progress payments are made according to the schedule established by the agreement.

16. Completion

Once the Developer obtains a certificate of occupancy for the building, he notifies the State that the project is substantially complete. The construction observation consultant, the PM, and the Agency develop a punch list for the contractor. When all items are complete, the Agency notifies DPW that the building is acceptable, and the PM then so notifies the Developer. Agency move-in can begin at this time or as negotiated with the Developer. Before final payment can be made the PM must make sure that all requirements of the Agreement have been met including:

- Final certificate of occupancy
- Training programs
- Warranties
- Operation and maintenance manuals
- As-built drawings
- CAD file disks

If applicable, a closing for the land takes place.

Final payment is made.

Appendix 1: Sample of Selection Process and Evaluation Criteria

SELECTION PROCESS

A State evaluation team will be established to review proposer responses to a RFP and will be comprised of one or more representatives from the Requesting Agency and individuals from the DPW which will include architectural and engineering disciplines. The submittal of proposals shall constitute, without any further act required of the proposers or the State, acceptance of the requirements, administrative stipulations and all of the terms and conditions of the RFP.

The Selection is a two step process.

Step 1 will consist of the evaluation of the proposed team. We have asked each team to put together an excellent team that has expertise in the building type, experience working together, and an organizational structure for DPW to understand the reporting structure and responsibilities. This is done with Form 254 for each component and a Form 255 for the team.

A second part of the initial submission is a request by DPW to have the team provide a graphic representation of the spacial organization or the major functional areas defining circulation, adjacencies, and specific separations where required. Another diagram representing the site showing the footprint of the proposed structure and organization of the major features of the site and its impact on the immediate environment. The sheets need not exceed an 11" x 17" format.

A third part of the submission requests samples of similar square foot cost analysis of other similar projects that the team has designed, built or operates. Additionally, a team history of projects with a similar scope, size or complexity costs, change orders and annual operating costs.

A forth part of the submission requests information on the quality control program the team has in place to insure the state is receiving a quality coordinated product.

A fifth part of the submission is a request for the Worker's Compensation and OSHA Safety Data on any of the parties that are involved in the construction effort.

A sixth part of the submission will be the development of a proposed delivery schedule.

Lastly, a score sheet is included within Volume 1 of the RFP which delineates the maximum scores that can be obtained by this submission. This information includes the criteria for the evaluation and an explanation of the various weights given to each category.

The teams will be ranked and the top 3 or 4 if a tie exists will be invited to participate in the next step of the process.

Step 2 This is a two part submission. The top three or so teams will be requested to proceed with design development. It is the intent of this phase of the project to obtain a competitive price for the project from the team. In order to establish this a well developed design must be undertaken to allow each of the components to better understand the space needs and interrelationships on the final solution. Like above a score sheet has been established within Volume 1 of the RFP again to delineate the emphasis that is important for this phase of the project.

After the submissions have been made and the various components have had sufficient time to review the submissions, a series of questions will be generated by DPW specific to each submission. Along with the questions will be an invitation to the team to present their design solution to the review committee.

Step 2 Part 2

this phase of the project is the interview, we expect that each of the team components will be involved in the presentation, explaining the design, any change of material or system that they have incorporated that might be different from the original RFP along with an energy analysis if it results in a change of MEP system., a revised schedule if needed, and finally a last best price resulting from the questions and any modifications that were needed as a result of the questions generated by the selection committee.

A final score sheet will be prepared based on the above findings, changed where modifications required. This selection procedure will be presented to the commissioner of DPW for his /her blessing and authorization to enter into final negotiations on the project.

Criteria used in the Selection Process

For any category listed, the numerical score will be derived from the follow evaluation formula:

Assigned Value Of any category	X	Percent awarded by the Committee	=	Numerical Score
		0% Unresponsive		
		25% Substandard		
		50% Standard		
		75% Above Standard		
		100% Excellent		

The total score represents the sum of all category scores. Scores received by any proposal in the Step 1 of the selection process will not be carried over to Step 2. The second evaluation of the selected proposals shall represent a completely new evaluation. The assigned value for each category in each step of the evaluation is listed on the following pages and any value from 1 to 100 % may be used. The selection of the proposal which the State will pursue will be based on the highest score. The proposers selected for Stem 2 will be required to make at least one presentatin to the Proposal Review Team.

STEP 1 EVALUATION CRITERIA

	Category	Value
A.	Qualifications	
	Architect.....	5
	Engineer	5
	Contractor.....	5
	Previous Experience as a team	10
	Previous Design-Build Experience	5
B.	Design	
	Site Planning & Sensitivity	15
	Organization and Compliance with Program	15
C.	Cost	20
	Examples of costs that closely represent the quality, materials and Building type	
D.	Schedule	20
	Total project time in calendar days.	
	TOTAL	100

STEP 2 EVALUATION CRITERIA

	Category.....	Value
A.	Design	
	Site Planning.....	10
	Planning and Compliance with Program	25
	Aesthetics	10
	Quality of Materials	5
B.	Technical Features	
	Quality of Systems and Equipment	5
	Life Cycle Cost of alternate systems proposed	5
C.	Cost	
	Total Project Cost.....	25
D.	Schedule	
	Total Project Time	10
	CPM Project Schedule	5
	Total.....	100

Appendix 2: Comparison of Payment Options

The State of Connecticut has used the design-build method for numerous projects. The agreement structure of each project, however, has not been identical. Each agreement has been tailored to accommodate specific and unique land acquisition, financing, and payment issues. These considerations, even more than design and engineering issues, dominate the negotiation of a Development Agreement.

Outlined below are two typical organizations based on land ownership, each with a brief description of the variations.

Lease/Purchase Agreement on Developer Provided Land

The RFP asks for the developer to provide the land and the building and to propose a 20 year lease payment schedule with purchase options at yearly intervals.

This is a low initial cost option. It allows an agency to purchase when funding becomes available or possibly to walk away from the project when it is no longer needed. It does necessitate yearly budgeting and expenses for payments. Throughout the lease term, payments will include soft costs for items such as construction financing and building permits, long term financing, and property taxes, all of which serve to raise the total cost. The Middletown Courthouse uses this method.

Exercising the purchase option at the completion of construction eliminates the long term financing and tax soft costs while maintaining the private sector permit and construction process. The Rockville Courthouse was constructed this way.

Another variation is to purchase the land before construction begins and to make progress payments during construction. This eliminates construction financing and the cost of building permits. Inspections and permitting now become the jurisdiction of DPW or the Department of Public Safety. While saving costs, this method requires close attention to the value of the construction in place and appropriate retainage. Even though ownership of completed work will transfer to the State as it is done, the agreement must maintain the responsibility of the Developer for the complete project. The Waterbury Courthouse project was organized in this manner.

Purchase Agreement on State Owned Land

The RFP asks for a developer to construct a building on land already owned, leased, or otherwise acquired specifically for the project by the State. Proposals will then include only a payment schedule for progress payments to be made during construction.

The evaluation and selection process is greatly simplified and takes less time when the State provides the site. The proposers do not have to spend time finding or assembling a parcel of land, and the situation where site costs vary greatly from one proposal to the next is eliminated. Proposals become more competitive as each will be dealing with identical site constraints, influenced only by the individual scheme. Additionally, environmental studies can be done early and concurrently with other parts of the process, thus conserving time.

This method also eliminates the costs of construction financing and building permits, and requires close attention to the value of the construction in place and the appropriate retainage.

The New Britain Courthouse, the WCSU Dormitory, and the Killingly Courthouse were all constructed on State provided land.

Appendix 3: Sample of an Advertisement for Proposals

Appendix 4: Sample of Evaluation Form

Appendix 5: Affirmative Action Issues

It is essential that a design-build project meet the same set aside and affirmative action requirements as would a traditional project. In order to achieve this goal it is necessary that the Request for Proposals be clear in naming those requirements and stating that the Developer shall be solely responsible for meeting those requirements. The RFP must also be clear that the Developer will be responsible for submitting and obtaining from the CHRO an approval for his affirmative action plan before the Development Agreement can be executed.

Typical elements of this part of the process are:

- The PM works with the Affirmative Action Manager to establish requirements
- The PM includes the affirmative action requirements in the RFP
- The PM includes the requirement for CHRO approval of an affirmative action plan in the RFP
- The PM includes affirmative action questions in the Contractor Questionnaire
- The DPW Affirmative Action Manager approves the RFP language
- Affirmative action questions are discussed at the presentations of the shortlisted Developers
- The selected Developer obtains approval from CHRO on an affirmative action plan
- The Development Agreement contains affirmative action language
- The Development Agreement contains, as an appendix, the CHRO approved plan
- PM monitors the contract for conformance

It will be important to learn during the selection process how a Developer plans to meet the requirements. The responses should be considered when evaluating the qualifications of the Developer team.

The following topics should be addressed during the selection process:

- Use of SBE and S-MBE businesses in the design phases of the work
- Use of SBE and S-MBE businesses in the construction phases of the work
- Use of special or innovative programs
- Success of the Developer with other projects in regard to affirmative action achievements

Attached is a page from a recent RFP illustrating the Preference in Employment Article.